



Nicholas A. Brown
Tel 415.655.1271
Fax 415.420-5609
brownnn@gtlaw.com

February 14, 2020

VIA EMAIL

Philip Marsh
Arnold & Porter Kaye Scholer LLP
3000 El Camino Real
Five Palo Alto Square, Suite 500
Palo Alto, CA 94306-2112

Re: Your January 22 Letter On Behalf Of SunSpec Alliance

Dear Mr. Marsh:

I write on behalf of Tigo Energy Inc. ("Tigo") in response to your letter dated January 22 on behalf of the SunSpec Alliance ("SunSpec").

Tigo does not agree with many of the assertions made in your letter. For example, Tigo did not agree to be bound by the "SunSpec Member Agreement" or the SunSpec "IPR Policy." Tigo did not participate "in the working groups for SunSpec's (a) Communication Signal for Rapid Shutdown SunSpec Interoperability Specification and (b) Communication Signal for Rapid Shutdown Test Specification." Tigo did not participate in developing those specifications, and thus not have "an active role in helping develop those specifications."

However, Tigo has been a leader for many years in developing the technology for module-level rapid shut-down of photovoltaic panels. Tigo's work in this area far predates SunSpec, as SunSpec knows very well. As a result of its pioneering work, Tigo has obtained multiple patents related to module-level rapid shut-down. Many Tigo patents were published before SunSpec began working on the SunSpec Communication Signal for Rapid Shutdown Specification. Tigo has repeatedly informed SunSpec that it owns patents related to module-level rapid shut-down, including patents related to the SunSpec Communication Signal for Rapid Shutdown Specification.

Tigo continues to believe that many companies, including SunSpec member companies, need licenses to at least some of Tigo's patents. It appears from your letter that SunSpec agrees that at least some of its members need licenses to Tigo's patents.

To that end, Tigo acknowledges your offer to "facilitate" some sort of "initial negotiations" regarding licensing of Tigo's patents. While Tigo is open to reasonable discussions, Tigo does not believe any negotiation with SunSpec is needed: the negotiation that is needed is with the

SunSpec members who need licenses to Tigo's patents. More importantly, regardless of whether any discussion with SunSpec occurs, Tigo will continue to take whatever steps it deems necessary to protect and enforce its patent rights. Any discussion Tigo has with SunSpec will not imply any waiver of those rights, and SunSpec should not suggest otherwise to any SunSpec member.

Sincerely,



Nicholas A. Brown